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IN THE HIGH COURT OF JUDICATURE AT BILASPUR, C.G.

WRIT PETITION NO. 2216 /2005

(Petition under article 226/227 of the Constitution of India)

PETITIONER :

Kanhaiya Goyal, aged about 28 years, S/o Shri Govind Ram Goyal, Proprietor, Ma Sharda, Road Lines, Sakti, R/o Budhwari Bazar, Sakti, Distt. Janjgir- Champa, Chhattisgrah.

VERSUS

RESPONDENTS :

1) Collector cum Chairman, Jila Sahkari Kendriya Bank, Bilaspur, Distt. Bilaspur C.G.

2) Chief Executive Officer, Jila Sahakari Kendriya Bank Bilaspur, C.G.

3) Lead Manager, Branch Sakti, Distt. Janjgir-Champa, C.G.

4) Radhy Shyam Kaushik, R/o Mukam post Sakti, Tahsil Sakti, District Janjgir-Champa, C.G.

P.R. No. 2385/05
Presented by Shri Vishnu Kaushik
dated 31-05-05

WRIT PETITION UNDER ARTICLE 226/227 OF THE CONSTITUTION OF INDIA FOR ISSUANCE OF APPROPRIATE WRIT OF MANDAMUS/ CERTIORARI, ORDER/ORDERS, DIRECTION/DIRECTIONS ETC.

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उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

मामला क्रमांक ...wpNO..2216.105... **सन् 200**

आदेश पत्रक (पूर्वानुबद्ध)

आदेश का दिनांक तथा आदेश क्रमांक	हस्ताक्षर सहित आदेश	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

6-10-2005

Shri Vishnu Koshta, counsel for the petitioner.

None on behalf of the respondents.

I have heard learned counsel for the petitioner.

Return and rejoinder have already been filed.

By the instant writ petition, the petitioner has questioned the action of respondent No.2 whereby contract for transportation of the food grains has been awarded to the respondent No.4.

Brief facts leading to filing of this writ petition are that respondents No.2 invited the tender for transportation of food grains to fair price shop situated within the territorial jurisdiction of Sakti, sub division of Nagrik Apurti Nigam. The last date for submission of tender was 6-4-2005 by 2.30 pm. In response to the said NIT, as many as 7 persons submitted their tender forms as mentioned in para-5.5 of the petition. Thereafter, the tenders were opened and ultimately, tender of respondent No.4 for 15 km and 25 km was accepted and for 50 km to 100 km tender of one Ramesh Kumar Agrawal was accepted.

The main grievance of the petitioner herein in this writ petition is that in spite of lower rate quoted by the petitioner respondent No.2 and 3 have illegally accepted the tender of respondent No.4 in spite of the fact that the rates quoted by respondent No.4 were higher than the petitioner's rates against 3 heads.

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

मामला क्रमांक ..... **सन् 200**

आदेश पत्रक (पूर्वानुबद्ध)

आदेश का दिनांक तथा आदेश क्रमांक	हस्ताक्षर सहित आदेश -2-	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

Having heard learned counsel for the petitioner, I have perused the petition, terms and conditions of the NIT and return filed on behalf of respondents. It is true that the tenders were invited for transportation of the food grains and the tenderers were required to quote the rate of transportation for 15 km , 25 km, 50 km and 100 km. The reply of the respondents is that as the rates of respondent No.4 were lower in comparison to the petitioner in respect of 15 km and 25 km distance, therefore, tender of respondent No.4 was accepted in respect of 15 km and 25 km distance, whereas, the rates of Ramesh Kumar Agrawal were found to be lower in respect of 50km and 100 km distance, therefore, tender of Ramesh Kumar Agrawal was accepted in respect of transportation up to 50 km and 100 km distance. As the rates quoted by the petitioner up to 15 km were Rs.8/- per km, up to 25 km Rs.9.50 per km, whereas the rates quoted by respondent No.4 up to 15 km were 8.40/- and up to 25 km Rs.9/-. If these two rates are clubbed, then the rates quoted by Radheshyam was less by 10 paisa than the petitioner's rates. There is no condition in the terms and conditions of the NIT that if any person quoted for 3 distances and his rates are found to be lowest in the clubbed distances, then his tender was to be accepted. After opening of the tender, when the tender committee saw that the rates quoted by respondent No.4 for 2 distances namely 15 km and 25 km are taken together, then the same are lower than the rates quoted by the

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मामला क्रमांक ..... सन् 200

आदेश पत्रक (पूर्वानुबद्ध)

आदेश का दिनांक तथा आदेश क्रमांक	हस्ताक्षर सहित आदेश -3-	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
	petitioner and, therefore, the committee accepted the tender of respondent No.4. In such exercise, the petitioner has not been able to point out how the decision of the committee is arbitrary and irrational. If the petitioner is not able to establish that the award of contract is arbitrary, irrational or there is any illegality, the petitioner is not entitled to challenge the said decision. In view of the above, the petitioner has not been able to establish that the decision taken by respondents in awarding contract to respondent No.4 in respect of distance 15 km and 25 km distance is in any way arbitrary, irrational or malafide. I do not find any substance in this writ petition. The petition is, therefore, liable to be dismissed and the same is dismissed. No costs. Consequently, M.(W.)P. No.1787/2005 and I.A. No.4325/2005 stand disposed of. **Sd/-** **L.C.Bhadoo** **Judge**	
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